

PROVISION OF SERVICES FOR COVID-19 OPERATIONS

Memorandum of Understanding

Document Control	
Version:	0.1
Status:	Draft
Title of originator/author:	Nikki Fountain, Head of Clinical Operations (Projects) , St John Ambulance
Name of Trust/Organisation/Organisation Responsible Officer	Gary Taylor, Assistant Chief Officer
Name of SJA Responsible Officer	
Effective date of issue: (1 month after approval date)	27 th January 2021
Next annual review date:	27 th January 2022

AGREEMENT

1. INTRODUCTION

1.1 THIS MEMORANDUM OF UNDERSTANDING dated 27th January 2021 is made **BETWEEN:**

1.1.1 St John Ambulance (SJA), whose administrative offices are at Saint John's Lane, London. EC1M 4BU (also referred to as SJA or the Charity);

1.1.2 West Midlands Fire Service (WMFS), whose administrative officers are at Headquarters, 99 Vauxhall Road, Nechells, Birmingham, B7 4HW

1.1.3 This document represents a commitment between both organisations to support the usage of WMFS personnel from WMFS to support the named organisation within this MOU to support the NHS' mass vaccination programme.

1.2 It sets out pre-agreed conditions for on-boarding and deployment whilst ensuring appropriate oversight, assurance and governance is maintained to protect both organisations, those being deployed and the patients they will support.

1.3 This agreement does not replace any commercial agreements in place between SJA and the named organisation and/or the National Health Service (NHS). The governance arrangements in this agreement compliment the agreements in place between SJA and any organisation in other commercial arrangements but recognise the more flexible requirement for support from a larger pool of more ad-hoc SJA Personnel.

1.4 Within this document, the term Trust/Organisation is used to identify the above-named organisation to which SJA is partnering with.

1.5 St John Ambulance is working with NHS England and individual Trusts/Organisations across the country to deploy SJA personnel in the following three roles:

1.5.1 Volunteer Vaccinator,

1.5.2 Vaccination Care Volunteer,

1.5.3 Patient Advocate.

1.6 St John Ambulance is a Registered Charity, charity registration number 1077265.

1.7 St John Ambulance is a registered organisation with the Care Quality Commission.

2. ROLE OF WEST MIDLANDS FIRE SERVICE FOR THE PURPOSES OF THIS AGREEMENT

2.1 WMFS will work in support of St John Ambulance and in conjunction with the National Health Service, to work in support of;

2.1.1 The Mass Vaccination Programme in relation to the Covid-19 global pandemic

2.1.1.1 WMFS Personnel will be provided to assist in the SJA supported sites, as contracted by the NHS, within a pre-defined footprint

2.1.1.2 WMFS Personnel will receive adequate training, support, and induction in order to support St John Ambulance, and this will be provided by St John Ambulance.

- 2.1.1.3** SJA will provide liaison and coordination of WMFS Personnel deployed to support through GRS and in conjunction with the West Midlands Fire Service resourcing teams.
- 2.1.1.4** St John Ambulance will provide coordination and communication with WMFS regarding anticipated and upcoming demand to allow for planning and forecasting of WMFS Personnel required.

3. TERMS OF REFERENCE

3.1 This memorandum formalises the agreement reached between St John Ambulance and West Midlands Fire Service to provide trained volunteers to support the national mass vaccination programme, in conjunction with the National Health Service.

3.2 West Midlands Fire Service and SJA, working together, will:

3.2.1 Identify a pre-defined footprint whereby WMFS personnel are able to deploy to volunteer in the three roles to support the vaccination programme

3.2.1.1 Provide WMFS Staff and Volunteers to provide support into the locations supported by St John Ambulance across the pre-defined footprint. The shift times will be via mutual agreement and St John Ambulance will provide adequate training and support for all WMFS personnel.

3.2.2 Within this understanding West Midlands Fire Service will act as a partner to St John Ambulance

4. PARTIES TO THE AGREEMENT

4.1 The Memorandum of Understanding (MOU) is made between the Trust/Organisation and SJA. The Responsible Officers with accountability for managing this agreement are:

4.2 Peter Shergold, Event Planning and Delivery Director, St John Ambulance.

4.3 Gary Taylor, West Midlands Fire Service.

4.4 The day-to-day management of this MOU is assigned to the Lead Officers, who are responsible for managing this agreement:

4.4.1 Nikki Fountain, Head of Clinical Operations (Projects), St John Ambulance.

4.4.2 Adam Williams, Head of Community Response, St John Ambulance.

4.4.3 Andy Smith, West Midlands Fire Service

4.5 Further officers may be added to this list as the project grows or people change.

4.5.1 All those operating within this project will be made aware of this MOU during their induction programme.

5. TERMINATION

5.1 This Agreement is for a six-month period. Review meetings will be held, at minimum, each 1 months to ensure acceptable operating parameters are being met and that the Agreement remains suitable.

5.2 This Agreement shall be terminated:

5.2.1 At the end of the agreement period, if there has not been an agreement to extend.

- 5.2.2 By either party giving 1 months' notice at any point during the Agreement period.
- 5.2.3 If either party commits a fundamental breach of the terms of the Agreement at any point during the period of the Agreement. Under such circumstances the offended party may serve notice in writing of not less than one month to the party in breach, terminating the Agreement on the expiry of the notice period.
- 5.2.4 Default - If any party fails to meet the requirements of the Agreement, it will have the right and duty to meet the other to negotiate means of continuing to ensure adequate service provision.

6. FINAL AGREEMENT

- 6.1 The below signed individuals are authorised by their respective organisations to enter into this Agreement and to agree to the terms contained within the Agreement. By signing this document, the respective parties confirm that the content of this Agreement are binding and come into force as agreed.

West Midlands Fire Service

Signed:

Print name: Gary Taylor

Role: Assistant Chief Fire Officer

Date:

St John Ambulance

Signed:

Print name: Peter Shergold

Role: Peter Shergold, Event Planning and Delivery Director

Date:

UNDERPINNING DETAILS

7. RECRUITMENT

7.1 SJA will recruit volunteers through West Midlands Fire Service.

7.1.1 West Midlands Fire Service will propose employees to SJA based on the agreed criteria. SJA may reject any proposed volunteers who do not meet the criteria agreed. Volunteers must have a keen interest in providing support to local communities. A formal expression of interest will first be made to West Midlands Fire Service, once authorised arrangements will be made with SJA to undertake SJA training. This allows SJA to ensure that appropriate screening and recruitment processes to ensure all data required to satisfy internal policy requirements, The Health & Social Care Act and external regulators can be met.

7.1.2 Under the Rehabilitation of Offenders Act (1974), individuals are allowed to withhold information regarding spent convictions. However, roles which involve substantial access to children or are concerned with providing elderly, sick or disabled people with health or social services are exempt from the provisions of the Act, as detailed in the Rehabilitation of Offenders Act (Exceptions) Orders 1975 and 1986.

7.1.3 Where SJA deem necessary, satisfactory references will be requested and held on file for any SJA person operating in a clinical role.

7.1.4 An Enhanced Disclosure, the highest level of verification for anyone working within the NHS, is obtained for all clinical roles, on selection if not already held on file and then every three years as part of the standard SJA Human Resources processes. DBS will be undertaken through the system used by SJA, but with West Midlands Fire Service conducting the required ID checks on behalf of SJA.

7.2 SJA WILL:

7.2.1 Request, where required, satisfactory references as well as at least a 10-year employment history pursuant with the requirements of the Health & Social Care Act and to satisfy requirements of The Care Quality Commission.

7.2.2 Ensure that all St John People undergo an enhanced DBS check (if required for the role).

7.2.3 Ensure that all SJA Personnel are issued with an approved SJA ID card.

7.2.4 Carry out a risk assessment in the event of an applicant's DBS indicating past criminal activity to determine whether to progress the candidate. This will be carried out by the SJA Responsible Officer and will be ratified by the National Safeguarding Department for continuity.

7.2.5 Ensure that SJA Personnel are only listed as active once all HR and Education processes have been met. Only these personnel can be deployed under this Agreement.

7.2.6 Ensure that SJA personnel are aware of, and follow, the Trust/Organisation policies and SJA Policies, Procedures and Code of Conduct.

7.3 IN ORDER TO DEPLOY UNDER THIS AGREEMENT, SJA PERSONNEL MUST COMPLETE THE FOLLOWING DOCUMENTATION:

7.3.1 Confidentiality Declaration (if required)

7.3.2 Any individual Trust/Organisation induction session (Including training)

7.3.3 Complete a Health declaration form.

7.3.4 Sign the relevant protocol document that exists for each Vaccination site they attend.

7.4 THE ABOVE-NAMED ORGANISATION THAT SJA IS PARTNERING WITH WILL:

7.4.1 Ensure content for any specific induction session is made available to SJA.

7.4.1.1 Support Induction Sessions, and facilitate delivery of electronic induction package which can be viewed by SJA personnel in a more convenient manner with an associated knowledge check devised to ensure the induction session is fully completed.

7.4.2 Ensure Trust/Organisation Managers and any other staff members are aware of this Agreement and support the relationship between the organisation and SJA.

7.4.2.1 Will commit to regular review meetings as and when agreed between SJA and West Midlands Fire Service, to be held no more than 1 month apart unless agreed between both parties to this MOU.

7.4.3 Will ensure that the key relationships between the organisation and SJA are maintained, with good communication throughout the lifespan of this Agreement.

7.5 SJA WILL MEET THE FULL COST OF:

7.5.1 Payment for 'in-house' expenses normally awarded to SJA Personnel.

7.5.2 Provision of training venue(s) as required.

7.5.3 Provision of suitable disposable Personal Protective Equipment, if required

7.5.4 Providing initial assessment and ongoing refresher assessment as required.

7.6 THE ORGANISATION WILL MEET THE COST OF:

7.6.1 Provision of any communication devices (where required).

7.6.2 Provision of any Trust/Organisation-required equipment or documentation required for the deployment of SJA personnel (where required).

8. EDUCATION

8.1 SJA Lead Officers are responsible for determining the content, level and assessments required of all education delivered to SJA personnel by way of Induction.

8.2 SJA will ensure all personnel meet the requirement for role, including any assessment or continuous assessment, mandatory training and update training. The Organisation will support SJA in achieving this where appropriate.

8.3 INITIAL TRAINING

8.3.1 Initial Training will be delivered by SJA to the agreed clinical syllabus, which may include the accreditation of prior learning.

8.3.2 The SJA Clinical Scope of Practice will form the basis for the utilisation of our SJA personnel deployed under this Agreement.

8.3.3 Induction training to this workstream will ensure any Trust/Organisation-specific processes are made aware to those deploying under this Agreement and will be in situ for these arrangements only.

8.4 POST-QUALIFICATION PROFICIENCY ASSESSMENT

8.4.1 All clinical personnel within SJA are required to undergo an annual revalidation for role process which will ensure they remain clinically proficient in their role. This process is managed by the SJA Head of Training nationally and delivered universally across England.

8.4.2 Any personnel who does not meet the requirements of the annual revalidation for role process will no longer be classified as qualified and therefore cannot be deployed until such a time as they can meet these requirements

8.4.3 Reasonable adjustment is made to those who are assessed as requiring this, including those returning to practice and those with differing needs.

9. CLINICAL PRACTICE

9.1 SCOPE OF PRACTICE

9.1.1 The education of clinical personnel is standardised across SJA. All St John Ambulance personnel must operate within the agreed scope of practice at all times.

9.1.2 Amendments to the scope of practice must be agreed by both the organisation and SJA prior to them occurring to maintain national consistency, this should only occur in extremis.

9.2 INFECTION PREVENTION AND CONTROL

9.2.1 SJA personnel must adhere to the SJA Infection Prevention and Control policy at all times, to ensure continued compliance with the Health and Social Care Act (2008). Alcohol hand rub must be carried at all times when in uniform; good hand hygiene must be maintained. Medical devices must be cleaned appropriately after each patient and must always meet the SJA high standard of cleanliness. SJA personnel must ensure that the infection prevention and control supplies provided by SJA or the organisation are available and used appropriately.

9.2.2 During the course of a support shift, SJA personnel will be permitted to use the organisations premises to clean between patients as required to reduce the risk to the next patient.

9.2.3 Clinical Waste generated through this workstream will be disposed of at the organisation and through the organisations procedures.

9.2.4 All volunteers must conform to the Covid Risk Assessments in place.

9.3 CLINICAL SUPERVISION

9.3.1 From time to time, SJA and the organisation may agree that some shifts will attract a form of clinical supervision to assure either organisation that this process is robust and works well in deployment phases. This will ensure that feedback to SJA personnel and to the organisation and SJA takes place to enable future developments.

9.3.2 All clinical supervision will be approved in advance by those listed in 1.5.2

9.4 UNIFORM AND PPE

- 9.5 SJA personnel are required to wear full Service Delivery Uniform, including safety footwear, whilst deployed in any setting.
- 9.6 SJA personnel must adhere to the SJA Standards of Dress procedures, including the requirement to be 'bare below the elbow'.
- 9.7 SJA personnel must carry their SJA identification card at all times whilst on SJA deployments.

9.8 PROFESSIONAL STANDARDS AND CONDUCT

10. CODE OF CONDUCT

- 10.1 SJA Personnel must comply with SJA policies, procedures and conduct, and relevant Trust/Organisation policies and procedures made known to them at all times. Individuals must co-operate fully with all investigations.
- 10.2 Whilst deployed in support of the organisation, SJA personnel act as agents of the Trust/Organisation and therefore should ensure their conduct is befitting of the role and expectations placed upon the profession.

11. INCIDENTS AND MAKING EXPERIENCES COUNT

- 11.1 All incidents received internally, or from other NHS organisations, by the Trust/Organisation that involve SJA will be passed to the SJA Responsible Officer for investigation according to SJA Incident Management Framework. The outcome of the investigation must be reported back to the Lead Trust/Organisation Officer.
- 11.2 SJA and the organisation have in place internal procedures and policies for investigating complaints. Complaints and Investigations will be shared between SJA and the organisation (within the legal bounds of confidentiality restrictions).
- 11.3 In the event of a complaint being received by the organisation or SJA regarding one of the SJA Personnel who responds under this agreement, the organisation/SJA will be informed. The organisation and SJA will make a joint decision on whether the individual may continue to respond for the organisation whilst any investigation is ongoing. The organisation will be informed as to the outcome of the investigation.
- 11.4 Any complaint regarding patient clinical care will be led by the organisation in conjunction with SJA.
- 11.5 SJA must report any event or incident where the security and confidentiality provisions relating to information governance have been breached to the Trust/Organisation Responsible Officer.
- 11.6 SJA staff must, without exception, report any Incidents to both the SJA and the organisation.

12. WITHDRAWAL OF THE RIGHT TO RESPOND

- 12.1 Where either the Trust/Organisation or SJA deem it necessary to protect patient safety, staff welfare and/or the organisations reputation, the decision may be made to temporarily stop a volunteers right to deploy under this agreement. The decision to withdraw the right to deploy may be made by the Lead SJA Officer. The decision must be endorsed by a member of the SJA Senior Leadership Group.
- 12.2 The Lead SJA Officer or SJA on-call will inform the Trust/Organisation, who will disable the relevant individual's name or PIN number to prevent sign on.

13. RISK MANAGEMENT

13.1 Each organisation will take full responsibility for its own risk and conduct its own risk assessments as appropriate.

14. LEGAL

14.1 LIABILITY

14.1.1 St. John Ambulance is responsible for providing the required level of liability insurance for the work of its people.

14.1.2 In the case of criminal or civil proceedings, SJA ambulance crews will be supported by SJA's legal team and will work closely with organisation.

14.1.3 Volunteers will be indemnified under the Public Liability/Employment Liability policy SJA has in place.

14.1.4 Volunteers will operate under the Clinical Governance of SJA whilst performing work on behalf of SJA.

15. INFORMATION GOVERNANCE AND OTHER STATUTORY OBLIGATIONS

15.1 All parties shall comply with all statutory obligations, enactments and regulations and legal, professional and ethical requirements relating directly to its provision of services. All parties shall immediately notify each other of any incident or proceedings arising from a breach of its responsibilities that may affect its ability to fulfil its obligations under this Memorandum of Understanding.

16. GENERAL SECURITY AND CONFIDENTIALITY PROVISIONS

16.1 In the course of this memorandum of understanding/agreement SJA and anyone volunteering/working on their behalf, may require access to, or collate, personal or patient information either held by the Trust/Organisation or collated on behalf of the Trust/Organisation.

16.2 The set of information to which access is required shall be explicitly defined and agreed between the Trust/Organisation and SJA. The method of access to, storage and any transfer of this information shall also be explicitly defined and agreed between the two organisations.

16.3 SJA and those volunteering/working on their behalf will treat this information as confidential, and in accordance with:

16.3.1 The Data Protection Act 2018

16.3.2 The Common Law Duty of Confidentiality

16.3.3 The Human Rights Act 2000 (Article 8)

16.3.4 NHS Caldicott principles

16.4 Under no circumstances should any details from confidential information obtained under this agreement be disclosed to a third party by SJA, its volunteers, employees or anyone working on its behalf without prior authorisation from the Trust/Organisation.

16.5 The Trust/Organisation will only provide personally identifiable or patient information where it is essential to the performance of this agreement to do so and to such an extent as it is consistent

with sound operational, clinical and managerial practice. Where personally identifiable information must be supplied, only the details necessary for the purpose will be provided.

- 16.6** Where the Trust/Organisation supplies, or provides access to, personal or patient data under this Agreement, the Trust/Organisation will remain the Data Controller for the information and its use, and SJA will be the Data Processor unless otherwise determined under the Data Protection Act 2018.
- 16.7** Records or information supplied by the Trust/Organisation/Organisation or collated on behalf of the Trust/Organisation that include the identity or personal details of any individual or patient, or the medical condition or treatment administered to any such person, shall be treated by SJA to the memorandum of understanding as confidential. As such, they must be handled in accordance with the principles and legislation detailed within this document.
- 16.8** SJA is therefore responsible for ensuring all those who handle or come into contact with such confidential information observe legal requirements and good practice. In particular, SJA must ensure that:
 - 16.8.1** It is used only for the purpose for which it is provided, as set out in this Agreement or instructed by the Trust/Organisation/Organisation, and is not used for any other purpose.
 - 16.8.2** It is only accessible to those who need access to it for the purpose it has been supplied.
 - 16.8.3** It is not disclosed to any third party or organisation without the prior agreement of the Trust/Organisation, unless required to do so by law.
 - 16.8.4** It is retained in accordance with the terms of this Agreement and kept for no longer than is necessary for the purpose for which it was supplied.
 - 16.8.5** It is disposed of securely and in accordance with best practice.
- 16.9** SJA shall not transfer personal data supplied in connection with the performance of this Agreement outside the UK without prior agreement from the Trust/Organisation.

17. FREEDOM OF INFORMATION

- 17.1** The Trust/Organisation is subject to the requirements of the Freedom of Information (Fol) Act 2000. The Trust may therefore be legally required under this Act to release information relating to or including reference to, SJA under the memorandum of understanding / agreement or other information obtained in the course of the memorandum of understanding or agreement.

AGREEMENT

18. MONITORING AND REVIEW

- 18.1** A review of this Agreement and deployments made under it will be conducted at an interval period not exceeding 6 months and then at the curtailment of the Agreement. Further reviews can be called for by either party and will be met by all parties.
- 18.2** SJA will provide all reasonable information and support requested by the Trust/Organisation to support this monitoring and review process. SJA and the organisation also agree to work together with the Trust/Organisation to resolve any issues identified through this monitoring and review.

19. TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

- 19.1** The security and confidentiality provisions of this section of the Agreement will survive termination of the Agreement.
- 19.2** Any confidential information held by SJA or the TRUST/ORGANISATION in relation to this project will be returned upon termination of this Agreement.
- 19.3** Copies of confidential information provided to SJA by the Trust/Organisation in connection with the performance of this agreement will be destroyed upon termination of this agreement.
- 19.4** Once the confidential information has been returned or destroyed, SJA will provide a signed declaration that they hold no further confidential information in connection with the performance of this Agreement.

20. COMMUNICATION AND MEDIA RELATIONS

- 20.1** All contact with the media must follow the guidance detailed within the Trust/Organisation's and SJA's PR Policies. All contact must be authorised in advance by both the SJA and Trust/Organisation's communications Teams, who will seek internal approval from within each organisation. Approval will not unduly be withheld. Patient confidentiality must be maintained at all times.
- 20.2** All literature, recruitment, advertisements, articles, press releases and letters sent by either party must be approved in writing by SJA and Trust/Organisation's PR Team.